

PENACHIO MALARA LLP
Counsel for the Debtor
235 Main Street
White Plains, New York 10601
(914) 946-2889

HEARING DATE & TIME:
NOVEMBER 15, 2016 AT 9:30 AM

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : CHAPTER 13

NATALIE FATIGATE, CASE NO.: 16-35182 (CGM)
:
Debtor.
-----X

STATUS REPORT

The status report regarding the Chapter 13 proceeding of **NATALIE FATIGATE**, the debtor herein (the "Debtor"), by her attorneys **PENACHIO MALARA LLP**, respectfully represents, as follows:

1. The Debtor is an individual who resides at the home at 8 Ricky Court, Hopewell Junction, NY 12533 (the "Home"). In the context of her Chapter 13 case, the Debtor sought Loss Mitigation with Shellpoint Mortgage ("Shellpoint") which holds the mortgage.
2. Shellpoint did not initially respond to the request. On July 8, 2016, Shellpoint's counsel filed and served a Creditor Loss Mitigation Affidavit (ECF# 39). From the docket entry, it appears that Wilmington Trust National Association is serving as trustee for VM Trust Series 3, a statutory trust which holds the mortgage.
3. The Debtor submitted a complete financial package to Shellpoint on or about August 15, 2016.

4. By letter dated September 23, 2016, Shell Point declined to extend a modification offer the Debtor. The basis for the denial was that the Debtor had not shown a sufficient change in circumstances from a previous submission. A copy of the denial is annexed hereto.

5. The Debtor questioned the basis for the denial and counsel requested a conference call.

6. On November 11, 2016, the Debtor, the undersigned counsel and Jacqueline Lipscomb, a Loss Mitigation Specialist at Shellpoint, participated in a conference call.

7. During the conference, the Debtor's husband explained that there had been four significant changes in circumstances as follows: (i) the pending sale of investment property in Pelham, NY; (ii) the satisfaction of medical bills; (iii) an increase in his salary as a firefighter, and business income from his work as an electrician; and (iv) a slight increase in the Debtor's income who now works part-time in a medical office.

8. Ms. Lipscomb indicated, in sum and substance, that such changes would merit further consideration. She instructed the Debtor and counsel to make the following submissions:

- (i) Revised RMA
- (ii) Debtor's paystubs for the past 30 days (3 stubs)
- (iii) Spouse's paystubs for the past 30 days (3 stubs)
- (iv) Business Profit and Loss Statements for the last quarter (August 1, 2016 to October 31, 2016), signed, dated and property titled.
- (v) Signed personal federal tax returns for 2014 and 2015;
- (vi) Signed business returns for 2014 and 2015;
- (vii) A typed hardship letter; and

(viii) A broker's price opinion ("BPO"). Shellpoint agreed to coordinate the BPO with the undersigned.

9. The Debtor will act promptly to compile and submit the foregoing. She respectfully requests until December 1, 2016 to do so.

10. The Debtor respectfully requests that the Loss Mitigation conference be adjourned to a date in January.

Dated: White Plains, NY
November 11, 2016

PENACHIO MALARA, LLP

By: /s/ Anne Penachio
Anne Penachio, Esq.
Counsel for Debtor
235 Main Street, Suite 610
White Plains, NY 10601
Telephone: (914) 946-2889

cc: Mary Marsh (By Electronic Mail)

P.O. BOX 1410
TROY, MI 48099-1410
RETURN SERVICE REQUESTED



Shellpoint

Mon - Thurs: 8:00AM-6:00PM
Fri: 8:00AM-5:00PM

Mortgage Servicing

Phone Number: 866-825-2174

Fax: 866-467-1187

e-Mail: Lossmitigation@shellpointmtg.com



S-SFRECS20 L-1044-13 R-106
P64F5W00200101 - 673035044 I00397
DAVID FATIGATE
NATALIE ZURITA
C/O ANNE J. PENACHIO
235 MAIN STREET SIXTH FLOOR
WHITE PLAINS NY 10601-2418

Loan Number:	9995
Principal Balance:	\$331,135.75
Property:	8 Ricky Court East Fishkill, NY 12533

09/23/2016

Dear Borrowers:

Thank you for contacting us about your mortgage. Based on a careful review, your financial and other information indicates that although you may have a hardship, you do not qualify for a loan modification Trial Period Plan. You are however conditionally approved for the foreclosure alternatives described below.

Your mortgage payment was due on 09/01/2012 and has accrued late charges of \$940.05. To avoid additional foreclosure activity, it is important that you make your full mortgage payment and late charges in the amount of \$66,530.18 immediately.

We recognize that this may be disappointing news for you. However, in order to avoid the negative impacts to your credit rating resulting from late payments and to avoid foreclosure, it is important that you make the full payment listed above as quickly as possible and continue to make your mortgage payment by the scheduled due date.

Please send your payment to:

Shellpoint Mortgage Servicing
P.O. Box 740039
Cincinnati, OH 45274-0039

If your mortgage loan is reinstated and you subsequently experience a financial hardship, you may contact us to request reconsideration for mortgage payment assistance or other alternatives to foreclosure.

If you have questions about this letter and how to reinstate your mortgage, please contact us at 866-825-2174. If you have concerns about the evaluation of your mortgage for foreclosure alternatives, then please contact Jacqueline Lipscomb at 866-825-2174.

Sincerely,
Loss Mitigation Department
Shellpoint Mortgage Servicing

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

Additional Information and Legal Notices

You were evaluated for mortgage payment assistance based on the eligibility requirements of VM Trust Series 3, the owner of your mortgage loan.

Based on our review of your financial circumstances, although you may have a hardship, you are not eligible for the following Trial Period Plans:

- **HAMP Modification** - We are unable to offer you a Home Affordable Modification because after previously being denied a Home Affordable Modification, your circumstances have not changed.
- **Standard Modification** - We are unable to offer you a Modification because after previously being denied a Modification, your circumstances have not changed.

You are conditionally approved for the programs listed below. Please call us at 866-825-2174 to discuss further documentation required for these programs.

- **Short Sale**
- **Deed in Lieu of Foreclosure**

Right to Appeal

You have the right to appeal our determination not to offer you the loan modification Trial Period Plan(s) listed above. If you would like to appeal, you must contact us in writing at the address provided below, no later than 10/23/2016, and state that you are requesting an appeal of our decision. You must include in the appeal your name, property address, and mortgage loan number. You must also specify the reasons for your appeal, and provide any supporting documentation. Your right to appeal expires 10/23/2016. Any appeal requests or documentation received after 10/23/2016 may not be considered.

If you elect to appeal, you do not have to accept this offer to pursue a short sale until resolution of the appeal. If we determine on appeal that you are eligible for a loan modification Trial Period Plan, we will send you an offer for that Trial Period Plan. In that case, you may choose to accept the current offer to pursue a short sale or you may notify us of your intent to accept the new Trial Period Plan offer by contacting us at 866-825-2174 or in writing at P.O. Box 10826 Greenville, SC 29603-0826 no later than 14 calendar days from the date of the appeal decision.

If you wait to make the payment amount described above until after receiving our appeal decision, your loan will become more delinquent. Any unpaid interest, and other unpaid amounts, such as escrows for taxes and insurance, will continue to accrue on your mortgage loan during the appeal, and will be added to the total amount due to bring your loan current.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Federal Trade Commission, Equal Credit Opportunity, 600 Pennsylvania Avenue, NW, Washington, DC 20580.



You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate. Your credit score was obtained with your permission from TransUnion LLC on 02/10/2016. Below is their contact information:

TransUnion LLS
P.O Box 2000
Chester, PA 19016
Toll-Free: 800-888-4213

How your score compares to the scores of other consumers:

Very Bad Credit: Credit Scores Below 600
Bad Credit: Credit Scores Between 600 and 650
Fair Credit: Credit Scores Between 650 and 700
Good Credit: Credit Scores Between 700 and 750
Very Good Credit: Credit Scores Between 750 and 800

Shellpoint Mortgage Servicing("Shellpoint") does not receive key factors that have affected your credit score. The below are key factors that could have affected your credit score.

- The amount on your accounts is too high, delinquent, or you have too many accounts opened with balances.
- There is either a lack of revolving account information or a low average age of revolving accounts.
- Your FICO® Score considers how recently you opened a new credit account. Your FICO® Score takes into account missed and late payments in a few ways. These include the number of late payments, how late they were and how recently they occurred. Most collections, public records and delinquencies stay on your report for no more than seven years – though bankruptcies may remain for up to 10 years.
- The presence of a derogatory public record or collection is a powerful predictor of future credit repayment behavior.
- Each time you apply for credit a credit inquiry is added to your credit report. People who are actively seeking credit pose more of a risk to lenders than those who are not.
- Your FICO® Score was lowered due to the number of credit inquiries within the last 12 months.

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report—

By telephone: Call toll-free: 1-877-322-8228

On the web: Visit www.annualcreditreport.com

By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf>) to:

Annual Credit Report Request Service
P.O. Box 105281
Atlanta, GA 30348-5281

Notice to the Loan Modification Applicant

In connection with your application for a loan modification, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores. The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change. Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another. If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender

developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application. If you have questions concerning the terms of the loan modification, contact the lender.

Please read the following important notices as they may affect your rights.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

New York City

New York City Consumer Affairs license number 1471002.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource and the United States Armed Forces Legal Assistance or other similar agencies.

The following is a Spanish translation of the information previously provided:

Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

New York City

Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

Atención uniformados y dependientes: la Ley federal de Ayuda Civil para Uniformados y algunas leyes estatales brindan importantes protecciones para usted, que incluyen protecciones para las tasas de interés y la prohibición de las ejecuciones hipotecarias en la mayoría de las circunstancias durante y doce meses después del servicio militar u otro tipo de servicio. Hay consejería para los uniformados disponible de Military OneSource y de United States Armed Forces Legal Assistance (Asistencia jurídica para las Fuerzas Armadas de los Estados Unidos) u otros organismos similares.